

# SYDSVENSKA INDUSTRI- OCH HANDELSKAMMAREN SERVICE AB

## General terms and conditions for deposit of source code 2008

### Application

1. These general terms and conditions shall apply, unless changed through an explicit written agreement by the Parties.

### Definitions

2. The term "Depository" shall mean Sydsvenska Industri- och Handelskammarens Service AB. The term "Depositor" shall refer to a person or a legal entity, with whom a deposit agreement shall have been concluded. The term "Co-depositor" shall mean a person who has acquired the right to use a computer program by virtue of an agreement with the Depositor. The term "Parties" shall mean the Depository and the Depositor. The term "Source Code" shall mean the object to be deposited, pursuant to the agreement, as well as any related documents.
3. Unless otherwise agreed by the Parties, the provisions of Swedish law relating to deposits will apply.

### General provisions

4. The Depository undertakes to protect the Source Code according to the provisions below.
5. The Source Code of computer programs is to be received for deposit in immediately readable form or electronically transferred to a diskette, CD or similar data storage medium.
6. The Depository undertakes to ensure that the Source Code is stored in a satisfactorily safe manner.
7. The Depositor shall ensure that the Source Code, at the time it is deposited with the Depository, is packed in a sealed package that protects its contents from light, moisture and minor jolts. The package shall be marked with the names of the parties, date of the deposition of the Source Code and information about the content of the deposited Source Code. Unless otherwise agreed, the size of the package may not exceed the following dimensions: 40 cm (width) x 25 cm (height) x 15 cm (depth).
8. It is the duty of the Depositor to ensure that the Co-Depositor approves the deposit, in writing, at the time the Source Code is deposited.

### Release of the Source Code

9. A deposited Source Code may be released only in accordance with the conditions for release indicated in the deposit agreement.
10. Any person requesting the release of a Source Code must, upon request, verify his or her identity and authorisation and abide by the procedural rules established by the Depository for the release, such as signing a form provided by the Depository.
11. An application for the release of a Source Code must be in writing. The Co-depositor shall indicate the circumstances upon which the application is based.

The application is to be forwarded to the Depositor for possible comments. Where the Depositor fails to reply within due time, the Depository shall always have the right to release the Source Code to the Co-Depositor.

The Depository shall release the Source Code to the Depositor or the Co-Depositor no later than fifteen (15) days after the day the Depository has taken note of the application.

The Depository shall, on the risk and cost of the addressee, send the Source Code by registered mail or courier. The addressee may however, after consultation with the Depository, collect the Source Code at the Depository.

12. In the event the Depositor wishes to change the deposited Source Code for another Source Code, the written consent of the Co-Depositor shall be required. The deposit agreement would then subsequently apply to the objects that replaced the original objects. Paragraph 20 shall apply to a change of Source Code.

### Compensation for services, etc.

13. The Depositor shall pay the deposit fee to be fixed annually by the Depository. The deposit fee constitutes the lowest fee charged for a deposition, and entitles the Depositor to one (1) year's storage with the Depository.
14. Unless otherwise agreed, the deposit fee is to be paid in advance, before the start of the deposit period.

15. If the Depositor is overdue with payments, the Depository shall be entitled to add penalty interest corresponding to the applicable reference interest (Sw. "referensränta") fixed by the Swedish Riksbank, plus eight (8) percent.
16. If the Depositor consists of more than one person or legal entity, they are all jointly and severally liable for the duty to pay the fee provided for in paragraph 13.

### Responsibility of the Depository

17. The Depository is not responsible for the correct transfer of the Source Code to the media described in paragraph 5.

In the event of the loss of, or damage to, the Source Code due to fire, water or gas, or due to theft, through a break-in in the storage area, the Depository shall be responsible, unless it can demonstrate that it has taken all reasonable measures to prevent such a loss or damage.

Loss or damage that can otherwise result to the Depositor, the Co-Depositor or any other person shall be compensated by the Depository, only to the extent that the loss or damage was caused by negligence shown by the Depository.

In all cases, the responsibility of the Depository shall be limited to direct damage, amounting to a maximum of one base amount (Sw. "basbelopp") under the Swedish Act on Public Insurance (Sw. "lag om allmän försäkring").

The Depository shall not be responsible for damage or loss above and beyond what is stated above.

### Term of Contract

18. Unless otherwise agreed, this deposit agreement shall continue in effect for one (1) year. If a notice of termination is not received at least two (2) months prior to the end of the term of this agreement, the agreement shall be extended for successive one (1) year terms, subject to a two (2) month notice provision, at each instance.

### Advance termination

19. In the event the deposit fee is not paid as provided, the deposit agreement shall terminate. The Depository shall so notify the Depositor and the Co-Depositor.

If the Depositor pays the fee within thirty (30) days from the termination of the agreement, the agreement will continue to apply, unless the Depositor has also failed to pay by the previous due date, or has failed to honour its obligation to pay the Depository, at least twice, during the past twelve months.

If the Co-Depositor pays the fee within thirty (30) days from the date the agreement is terminated, the agreement shall remain in force, as applicable.

### Retrieval of Source Code, etc.

20. Source Codes are to be retrieved within thirty (30) days after the deposit agreement shall cease to be in effect. Deposited objects that are not retrieved within this period will be destroyed.

### Notices, etc.

21. The Depositor shall notify the Depository of any change of address.
22. In the event the Depository has sent a notice regarding this deposit agreement, by registered mail to the addressee at the address indicated in the deposit agreement, or to a new address known to the Depository, the notice shall be deemed to have been received by the addressee no later than the fifth (5<sup>th</sup>) day after it was sent. If a notice was sent by telegram, the notice shall be deemed to have been received by the addressee no later than forty-eight (48) hours after its submission.

### Applicable law

23. This agreement shall be governed by the substantive laws of Sweden.

### Disputes, etc.

24. Any dispute, controversy or claim arising out of or in connection with this agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitrations of the Arbitration Council of the Chamber of Commerce of Southern Sweden. The seat of arbitration shall be Malmö.
25. Notwithstanding the above, the Depository shall be entitled to commence an action before the public courts of Sweden, or a collection authority, as regards the collection of a deposit fee or other fees and costs directly related to this agreement.